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8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA
10 SANTA ANA DIVISION

11 DIGITAL MAP PRODUCTS, INC.,

12 Plaintiff,

13 v.

14 GEOREPLICA CORPORATION,

15 Defendant.
16

Case No. 8:17-cv-00707-JVS
(KESx)

STIPULATED PROTECTIVE
ORDER

Dept: Courtroom 10C
Judge: Hon. James V. Selna

17 Plaintiff Digital Map Products, Inc. (“DMP” or “Plaintiff”), and Defendant
18 GeoReplica Corporation (“GeoReplica” or “Defendant”) (DMP and GeoReplica are
19 collectively referred to as the “Parties” or singularly as the “Party”), by and through
20 their respective counsel, hereby stipulate and jointly move for entry of a Stipulated
21 Protective Order on the following terms:

22 **1. A. PURPOSES AND LIMITATIONS**

23 Discovery in this action is likely to involve production of confidential,
24 proprietary, and/or private information for which special protection from public
25 disclosure and from use for any purpose other than prosecuting and/or defending this
26 litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition
27 the Court to enter the following Stipulated Protective Order. The Parties
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1 acknowledge that this Order does not confer blanket protections on all disclosures or
2 responses to discovery and that the protection it affords from public disclosure and
3 use extends only to the limited information or items that are entitled to confidential
4 treatment under the applicable legal principles and that are designated as confidential
5 pursuant to the terms of this Stipulated Protective Order. The parties further
6 acknowledge, as set forth in Section 12.C, below, that this Stipulated Protective
7 Order does not entitle them to file confidential information under seal; Civil Local
8 Rule 79-5 sets forth the procedures that must be followed and the standards that will
9 be applied when a party seeks permission from the court to file material under seal.

10 **B. GOOD CAUSE STATEMENT**

11 This action is likely to involve trade secrets, customer and pricing lists, and
12 other valuable research, development, commercial, financial, technical and/or
13 proprietary information for which special protection from public disclosure and from
14 use for any purpose other than prosecution and/or defense of this action is warranted.
15 Such confidential and proprietary materials and information consist of, among other
16 things, confidential business or financial information, information regarding
17 confidential business practices, or other confidential research, development, or
18 commercial information (including information implicating privacy rights of third
19 parties), information otherwise generally unavailable to the public, or which may be
20 privileged or otherwise protected from disclosure under state or federal statutes,
21 court rules, case decisions, or common law.

22 For example, this case involves a dispute between actual or potential
23 competing businesses regarding rights to certain data, data sources, customers,
24 vendors and business practices that the Parties maintain confidentially. The value to
25 the Parties of such information is largely driven by the fact that it is maintained
26 confidentially, not well known to outside persons or entities, and/or requires
27 extensive effort and resources to compile such. Were such information to be
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disclosed publicly, the Parties would be harmed because the value of such information would be reduced as a result of its dissemination.

Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the Parties are entitled to keep confidential, to ensure that the Parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this Action. It is the intent of the Parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

1. Action: this pending federal law suit as styled above.

2. Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Stipulated Protective Order.

3. "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

4. "CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items: information (regardless of the format or manner in which it is generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c) and that the party believes in good faith is not generally known to others, and has significant competitive value such that unrestricted disclosure to others would create a substantial risk of serious injury, and that the party would not normally reveal to third parties except in confidence, or has

undertaken with others to maintain in confidence.

5. Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

6. Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

7. Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this Action.

8. Expert: a person with specialized knowledge or experience in a matter pertinent to this Action who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

9. House Counsel: attorneys who are employees of a Party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

10. Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this Action.

11. Outside Counsel of Record: attorneys who are not employees of a Party to this Action but are retained to represent or advise a Party to this Action and have appeared in this Action on behalf of that Party or are affiliated with a law firm which has appeared on behalf of that Party, and including support staff.

12. Party: any Party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

13. Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

1 14. Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 15. Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY”

8 16. Receiving Party: a Party that receives Disclosure or Discovery Material
9 from a Producing Party.

10 **3. SCOPE**

11 The protections conferred by this Stipulation and Order cover not only
12 Protected Material (as defined above), but also: (1) any information copied or
13 extracted from Protected Material; (2) all copies, excerpts, summaries, or
14 compilations of Protected Material; and (3) any testimony, conversations, or
15 presentations by Parties or their Counsel that might reveal Protected Material.

16 Any use of Protected Material at trial shall be governed by the orders of the
17 trial judge. This Order does not govern the use of Protected Material at trial.

18 **4. DURATION**

19 Even after final disposition of this Action, the confidentiality obligations
20 imposed by this Order shall remain in effect until a Designating Party agrees
21 otherwise in writing or a court order otherwise directs. Final disposition shall be
22 deemed to be the later of: (1) dismissal of all claims and defenses in this Action, with
23 or without prejudice; and (2) final judgment herein after the completion and
24 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
25 including the time limits for filing any motions or applications for extension of time
26 pursuant to applicable law.

1 **5. DESIGNATING PROTECTED MATERIAL**

2 **A. Exercise of Restraint and Care in Designating Material for**
3 **Protection.**

4 Each Party or Non-Party that designates information or items for protection
5 under this Order must take care to limit any such designation to specific material that
6 qualifies under the appropriate standards. The Designating Party must designate for
7 protection only those parts of material, documents, items, or oral or written
8 communications that qualify so that other portions of the material, documents, items,
9 or communications for which protection is not warranted are not swept unjustifiably
10 within the ambit of this Order.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations
12 that are shown to be clearly unjustified or that have been made for an improper
13 purpose (e.g., to unnecessarily encumber the case development process or to impose
14 unnecessary expenses and burdens on other parties) may expose the Designating
15 Party to sanctions.

16 If it comes to a Designating Party's attention that information or items that it
17 designated for protection do not qualify for protection, that Designating Party must
18 promptly notify all other Parties that it is withdrawing the inapplicable designation.

19 **B. Manner and Timing of Designations.**

20 Except as otherwise provided in this Order (*see*, e.g., second paragraph of
21 section 5.B(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery
22 Material that qualifies for protection under this Order must be clearly so designated
23 before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic documents,
26 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
27 Producing Party affix at a minimum, the legend "CONFIDENTIAL" and/or
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1 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter
2 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
3 portion or portions of the material on a page qualifies for protection, the Producing
4 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
5 markings in the margins).

6 A Party or Non-Party that makes original documents available for inspection
7 need not designate them for protection until after the inspecting Party has indicated
8 which documents it would like copied and produced. During the inspection and
9 before the designation, all of the material made available for inspection shall be
10 deemed “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting
11 Party has identified the documents it wants copied and produced, the Producing
12 Party must determine which documents, or portions thereof, qualify for protection
13 under this Order. Then, before producing the specified documents, the Producing
14 Party must affix the appropriate “CONFIDENTIAL legend” to each page that
15 contains Protected Material. If only a portion or portions of the material on a page
16 qualifies for protection, the Producing Party also must clearly identify the protected
17 portion(s) (e.g., by making appropriate markings in the margins).

18 (b) for testimony given in depositions that the Designating Party identify the
19 Disclosure or Discovery Material on the record, before the close of the deposition all
20 protected testimony.

21 (c) for information produced in some form other than documentary and for any
22 other tangible items, that the Producing Party affix in a prominent place on the
23 exterior of the container or containers in which the information is stored the
24 appropriate “CONFIDENTIAL legend.” If only a portion or portions of the
25 information warrants protection, the Producing Party, to the extent practicable, shall
26 identify the protected portion(s).

1 **C. Inadvertent Failures to Designate.**

2 If timely corrected, an inadvertent failure to designate qualified information or
3 items does not, standing alone, waive the Designating Party's right to secure
4 protection under this Order for such material.

5 Upon timely correction of a designation, the Receiving Party must make
6 reasonable efforts to assure that the material is treated in accordance with the
7 provisions of this Order.

8 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 **A. Timing of Challenges.**

10 Any Party or Non-Party may challenge a designation of confidentiality at any
11 time that is consistent with the Court's Scheduling Order.

12 **B. Meet and Confer.**

13 The Challenging Party shall initiate the dispute resolution process under Local
14 Rule 37.1 *et seq.*

15 **C. The burden of persuasion in any such challenge proceeding shall be**
16 **on the Designating Party.**

17 Frivolous challenges, and those made for an improper purpose (e.g., to harass
18 or impose unnecessary expenses and burdens on other parties) may expose the
19 Challenging Party to sanctions. Unless the Designating Party has waived or
20 withdrawn the confidentiality designation, all Parties shall continue to afford the
21 material in question the level of protection to which it is entitled under the Producing
22 Party's designation until the Court rules on the challenge.

23 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

24 **A. Basic Principles.**

25 A Receiving Party may use Protected Material that is disclosed or produced by
26 another Party or by a Non-Party in connection with this Action only for prosecuting,
27 defending, and/or attempting to settle this Action. Such Protected Material may be
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1 disclosed only to the categories of persons and under the conditions described in this
2 Order. When the Action has been terminated, a Receiving Party must comply with
3 the provisions of Section 13 below (FINAL DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party at a
5 location and in a secure manner that ensures that access is limited to the persons
6 authorized under this Order.

7 **B. Disclosure of “CONFIDENTIAL” and/or “CONFIDENTIAL –**
8 **ATTORNEYS’ EYES ONLY” Information or Items.**

9 (1) Unless otherwise ordered by the court or permitted in writing by the
10 Designating Party, a Receiving Party may disclose any information or item
11 designated “CONFIDENTIAL – ATTORNEYS’ ONLY” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
13 well as employees of said Outside Counsel of Record to whom it is reasonably
14 necessary to disclose the information for this Action;

15 (b) Experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this Action and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (c) the court and its personnel;

19 (d) court reporters and their staff;

20 (e) professional jury or trial consultants, mock jurors, and Professional
21 Vendors to whom disclosure is reasonably necessary for this Action and who
22 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (f) the author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the information;

25 (g) during their depositions, witnesses, and attorneys for witnesses, in
26 the Action to whom disclosure is reasonably necessary provided: (1) the
27 deposing party requests that the witness sign the form attached as Exhibit 1
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1 hereto; and (2) they will not be permitted to keep any confidential information
2 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit
3 A), unless otherwise agreed by the Designating Party or ordered by the court.
4 Pages of transcribed deposition testimony or exhibits to depositions that reveal
5 Protected Material may be separately bound by the court reporter and may not
6 be disclosed to anyone except as permitted under this Stipulated Protective
7 Order; and

8 (h) any mediator or settlement officer, and their supporting personnel,
9 mutually agreed upon by any of the parties engaged in settlement discussions.

10 (2) Unless otherwise ordered by the court or permitted in writing by the
11 Designating Party, a Receiving Party may disclose any information or item
12 designated “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
14 well as employees of said Outside Counsel of Record to whom it is reasonably
15 necessary to disclose the information for this Action;

16 (b) the officers, directors, and employees (including House Counsel) of
17 the Receiving Party to whom disclosure is reasonably necessary for this
18 Action;

19 (c) Experts (as defined in this Order) of the Receiving Party to whom
20 disclosure is reasonably necessary for this Action and who have signed the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (d) the court and its personnel;

23 (e) court reporters and their staff;

24 (f) professional jury or trial consultants, mock jurors, and Professional
25 Vendors to whom disclosure is reasonably necessary for this Action and who
26 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 (g) the author or recipient of a document containing the information or a
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1 custodian or other person who otherwise possessed or knew the information;

2 (h) during their depositions, witnesses, and attorneys for witnesses, in
3 the Action to whom disclosure is reasonably necessary provided: (1) the
4 deposing party requests that the witness sign the form attached as Exhibit 1
5 hereto; and (2) they will not be permitted to keep any confidential information
6 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit
7 A), unless otherwise agreed by the Designating Party or ordered by the court.
8 Pages of transcribed deposition testimony or exhibits to depositions that reveal
9 Protected Material may be separately bound by the court reporter and may not
10 be disclosed to anyone except as permitted under this Stipulated Protective
11 Order; and

12 (i) any mediator or settlement officer, and their supporting personnel,
13 mutually agreed upon by any of the parties engaged in settlement discussions.

14 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
15 **PRODUCED IN OTHER LITIGATION**

16 If a Party is served with a subpoena or a court order issued in other litigation
17 that compels disclosure of any information or items designated in this Action as
18 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that
19 Party must:

20 (a) promptly notify in writing the Designating Party. Such notification shall
21 include a copy of the subpoena or court order;

22 (b) promptly notify in writing the Party who caused the subpoena or order to
23 issue in the other litigation that some or all of the material covered by the subpoena
24 or order is subject to this Protective Order. Such notification shall include a copy of
25 this Stipulated Protective Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be pursued by
27 the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with
2 the subpoena or court order shall not produce any information designated in this
3 action as “CONFIDENTIAL” and/or “CONFIDENTIAL – ATTORNEYS’ EYES
4 ONLY” before a determination by the court from which the subpoena or order
5 issued, unless the Party has obtained the Designating Party’s permission. The
6 Designating Party shall bear the burden and expense of seeking protection in that
7 court of its confidential material and nothing in these provisions should be construed
8 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
9 directive from another court.

10 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
11 **PRODUCED IN THIS LITIGATION**

12 (a) The terms of this Order are applicable to information produced by a Non-
13 Party in this Action and designated as “CONFIDENTIAL” and/or
14 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
15 Non-Parties in connection with this Action is protected by the remedies and relief
16 provided by this Order. Nothing in these provisions should be construed as
17 prohibiting a Non-Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to
19 produce a Non-Party’s confidential information in its possession, and the Party is
20 subject to an agreement with the Non-Party not to produce the Non-Party’s
21 confidential information, then the Party shall:

- 22 (1) promptly notify in writing the Requesting Party and the Non-Party
23 that some or all of the information requested is subject to a
24 confidentiality agreement with a Non-Party;
- 25 (2) promptly provide the Non-Party with a copy of the Stipulated
26 Protective Order in this Action, the relevant discovery request(s),
27 and a reasonably specific description of the information requested;
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1 and

2 (3) make the information requested available for inspection by the Non-
3 Party, if requested.

4 (c) If the Non-Party fails to seek a protective order from this court within 14
5 days of receiving the notice and accompanying information, the Receiving Party may
6 produce the Non-Party's confidential information responsive to the discovery
7 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
8 not produce any information in its possession or control that is subject to the
9 confidentiality agreement with the Non-Party before a determination by the court.

10 Absent a court order to the contrary, the Non-Party shall bear the burden and
11 expense of seeking protection in this court of its Protected Material.

12 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
14 Protected Material to any person or in any circumstance not authorized under this
15 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
16 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
17 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
18 persons to whom unauthorized disclosures were made of all the terms of this Order,
19 and (d) request such person or persons to execute the "Acknowledgment and
20 Agreement to Be Bound" that is attached hereto as Exhibit A.

21 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
22 **PROTECTED MATERIAL**

23 When a Producing Party gives notice to Receiving Parties that certain
24 inadvertently produced material is subject to a claim of privilege or other protection,
25 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
26 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
27 may be established in an e-discovery order that provides for production without prior
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1 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
2 Parties reach an agreement on the effect of disclosure of a communication or
3 information covered by the attorney-client privilege or work product protection, the
4 parties may incorporate their agreement in the stipulated protective order submitted
5 to the court.

6 **12. MISCELLANEOUS**

7 **A. Right to Further Relief.**

8 Nothing in this Order abridges the right of any person to seek its modification
9 by the Court in the future.

10 **B. Right to Assert Other Objections.**

11 By stipulating to the entry of this Protective Order no Party waives any right it
12 otherwise would have to object to disclosing or producing any information or item
13 on any ground not addressed in this Stipulated Protective Order. Similarly, no Party
14 waives any right to object on any ground to use in evidence of any of the material
15 covered by this Protective Order.

16 **C. Filing Protected Material.**

17 A Party that seeks to file under seal any Protected Material must comply with
18 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
19 court order authorizing the sealing of the specific Protected Material at issue. If a
20 Party's request to file Protected Material under seal is denied by the court, then the
21 Receiving Party may file the information in the public record unless otherwise
22 instructed by the court.

23 **13. FINAL DISPOSITION**

24 After the final disposition of this Action, as defined in paragraph 4, within
25 sixty (60) days of a written request by the Designating Party, each Receiving Party
26 must return all Protected Material to the Producing Party or destroy such material.
27 As used in this subdivision, "all Protected Material" includes all copies, abstracts,
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1 compilations, summaries, and any other format reproducing or capturing any of the
2 Protected Material. Whether the Protected Material is returned or destroyed, the
3 Receiving Party must submit a written certification to the Producing Party (and, if
4 not the same person or entity, to the Designating Party) by the sixty (60) day
5 deadline that (1) identifies (by category, where appropriate) all the Protected
6 Material that was returned or destroyed and (2) affirms that the Receiving Party has
7 not retained any copies, abstracts, compilations, summaries or any other format
8 reproducing or capturing any of the Protected Material. Notwithstanding this
9 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
10 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
11 deposition and trial exhibits, expert reports, attorney work product, and consultant
12 and expert work product, even if such materials contain Protected Material. Any
13 such archival copies that contain or constitute Protected Material remain subject to
14 this Protective Order as set forth in Section 4 (DURATION).

15 **14. VIOLATION**

16 Any violation of this Order may be punished by any and all appropriate
17 measures including, without limitation, contempt proceedings and/or monetary
18 sanctions.

19 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

20 DATED: October 30, 2017

PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP

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23 By: /s/Paul A. Tyrell
Paul A. Tyrell
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Digital Map Products, Inc.
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1 DATED: October 30, 2017

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By: /s/Joel S. Magolnick
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Corporation

9 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

11 DATED: October 30, 2017

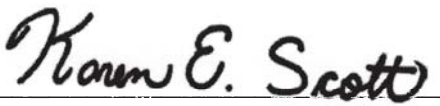

Honorable Karen E. Scott
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order
that was issued by the United States District Court for the Central District of
California on _____ in the case of *Digital Map Productions, Inc. v.*
GeoReplica Corporation, Case No. 8:17-cv-00707-JVS-KES. I agree to comply with
and to be bound by all the terms of this Stipulated Protective Order and I understand
and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective Order
to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or
type full name] of _____ [print or type full
address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____